Remarks

This Amendment is accompanied by a Petition for a 1 month extension of time and the fees necessitated thereby.

For the Specification:

The paragraph beginning on line 10 of page 10 in the specification has been amended to correct a clerical error. In particular, an inadvertent zero had been inserted into the second number delimiting a range of card numbers, thereby causing this second number to have 17 digits rather than the typical 16. This amendment deletes the inadvertent zero. In addition, a comma has been removed in this paragraph to improve the grammar.

For the Claims:

The 16 November 2005 Office Action examined claims 1, 3-8, 10, 12-23, and 25-40. Each of these claims (i.e., claims 1, 3-8, 10, 12-23, and 25-40) was rejected.

Claims 1, 3, 10, 12, 23, 25, and 37 were rejected under 35 U.S.C. §112, second paragraph as allegedly providing an insufficient antecedent basis. In addition, claims 4 and 26 were objected to due to alleged informalities.

Claims 1, 3, 10, 12, 23, and 25 were rejected under 35 U.S.C. §102(e) as allegedly being anticipated by Boesch et al. (US 5,870,473, hereinafter "*Boesch*"). Claims 4-8, 13-16, and 26-30 were rejected under 35 U.S.C. §103(a) as allegedly being unpatentable over *Boesch* in view of Boston (EP 0251619, hereinafter "*Boston*"). Claims 17-22 and 31-37 were rejected under 35 U.S.C. §103(a) as allegedly being unpatentable over

Boesch and *Boston* in view of Levine et al. (WO 95/12169, hereinafter "*Levine*").

This Amendment amends claims 1, 3-4, 6-8, 10, 12, 15-16, 23, 25, 26, 28-32, and 36-37.

Claims 3, 6-8, 15-16, 28-32, and 36

Claims 3, 6-8, 15-16, 28-32, and 36 are amended herein to improve grammar and not for reasons of patentability. In claim 3 the article a has been added to improve readability. In claims 6-8, 15-16, 28-30, and 36, claims have been amended to consistently recite the singular, possessive form of "merchant". This is done to improve readability and not to limit the scope of any claim to only a single merchant. In claim 30 the word that has been added, and in claims 31-32 the word the has been added, also to improve readability in both cases.

Claim Rejections - 35 U.S.C. §112

With respect to the 35 U.S.C. §112, second paragraph rejection of claims 1, 3, 10, 12, 23, 25, and 37, this Amendment amends claims 1, 3, 12, 23, 25, and 37. The Office Action objects to the recital of several types of codes in these claims and alleges insufficient antecedent basis for the corresponding limitation in claims 1, 3, 10, 12, 23, 25 and 37.

In the amended claims the "issuer code or range of issuer codes" has been amended to "issuer identifier code or range of issuer identifier codes" – specifically in claims 1, 10, 23 and 37. Moreover, the "issuer code" in claims 3, 12, and 25 has also been replaced by "identifier code", for consistency.

An "identifier code" is defined in the specification as the portion of a card number which distinguishes between card issuers. The following passage is taken from the paragraph of applicant's specification beginning on page 10 line 10:

> Typically, payment card issuers are assigned a range of card numbers for issuing cards to customers. For example a small bank may be assigned the range (…), whereas a larger bank may be assigned (…). Accordingly, the identifier code is the portion of a card number which distinguishes between issuers.

An "issuer identifier code" is defined in the description as a code contained in the bank reference table ('BRT'), which is itself "created from a number of sources, including the card scheme administration organizations or from data collected from a large number of cardholders" (see the specification at page 10 lines 22-24). The following passage is taken from the paragraph beginning on page 10 line 16 in the specification.

> The identifier code is compared 51 with entries in a bank reference table (an example of which is shown in Figure 6), which contains a list of issuer identifier codes. Each issuer identifier code 60(1-n) in the table has an associated entry 61(1-n) containing an associated currency, which corresponds to the currency of payment cardholders accounts of the issuer.

Accordingly, the "issuer identifier code" term relates to "identifier-like" codes that are listed in the BRT. Note that issuer identifier codes may be, but are not required to be, precisely equivalent to identifier codes, which distinguish between card issuers. One way an issuer identifier code may differ from an identifier code is that the precise issuer identifier codes listed in the BRT may circumscribe a range of identifier codes without specifically listing any single code actually used by the banking industry within that range. Another

way is that some algorithm may be used to translate from actual
identifier codes into issuer identifier codes that appear in the
BRT. In this situation, a similar translation when place when an
identifier code obtained from a card number is compared with
entries in the BRT.

There are several references in the specification pointing
expressly to the interchangeability of "issuer code" with "identifier
code". Two examples are found in the paragraphs beginning on page 14,
line 22 and on page 17, line 24, to wit:

> The terminal software searches through the Bank Reference table
> and checks 210 for an entry corresponding to the <u>issuer code</u>
> <u>obtained from the card number</u>. If an entry is found the currency
> for the transaction is set 215 to that of the payment card. If no
> entry in the Bank Reference table is found the currency is set 220
> to that of the merchant.

And,

> If the transaction is authorised, the Authorisation host <u>extracts</u>
> <u>the issuer code from the payment card details</u> and checks 425 the
> extracted issuer code against entries in the bank reference table.
> (...).

Thus, the issuer identifier code is different, and clearly
disclosed as such, from the identifier and issuer codes, but the
identifier and issuer codes are used interchangeably. For
consistency, throughout the claims (i.e., in claims 3, 12, and
25) the phrase "issuer code" has been replaced with "identifier
code" so that the phrase "issuer code" no longer appears in the
claims.

Accordingly, the 35 U.S.C. 112, second paragraph rejection
of claims 1, 3, 10, 12, 23, 25, and 37 has been overcome.
Reexamination is respectfully requested.

Claim Objections

The Office Action also objects to the recital of "card holder" in claims 4 and 26 for reasons of inconsistency. This Amendment amends claims 4 and 26 to read "cardholder" in a consistent manner, instead of "card holder", to overcome this objection. Reconsideration is respectfully requested.

Claim 1 Rejection - 35 U.S.C. §102

The Office Action rejects claim 1 under 35 U.S.C. §102(e) as being anticipated by *Boesch*. Reconsideration is respectfully requested.

Applicant respectfully requests the examiner to note that the present application has now been pending for well over 5 years and that the current Office Action is the third Office Action and examination undertaken in this matter. The examiner is further, respectfully, requested to note the guidelines under which patent examiners are required to operate as set forth in MPEP 706, namely that "the examiner should never overlook the importance of his or her role in allowing claims which properly define the invention," and in MPEP 707.07(g), namely that "[p]iecemeal examination should be avoided as much as possible."

Prior Office Actions had rejected applicant's claims over a combination of *Boston* and/or *Levine*. But those rejections are not continued in the present Office Action. Accordingly, it has now been recognized that without more, *Boston* and *Levine* fail to teach, disclose, or suggest the invention defined by applicant's claims. The present Office Action now applies a newly cited reference, *Boesch*, against applicant's claims. But *Boesch* is less relevant than *Boston* and *Levine* and, at best, teaches precisely the same sort of currency determination that is

disclosed by *Boston* and *Levine* and over which applicant's claimed
invention is an improvement.

The continued and prolonged prosecution of the present
application poses a hardship on the applicant. The examiner is
respectfully requested to follow MPEP guidelines to avoid
piecemeal prosecution and to accept "his or her role in allowing
claims which properly define the invention."

Boesch discloses a sophisticated system under which customer
purchases from merchants may be *securely* made over the Internet.
This system will be referred to herein as the CYBERCASH system,
after the name of the assignee of the *Boesch* reference. The
thrust of the disclosure is directed toward providing a practical
but sufficient level of security. It is not directed toward
currency determination for a transaction between a merchant and a
customer.

Applicant's invention as defined in claim 1 is directed
toward a method "for determining a preferred currency for
association with a *payment card transaction* between a merchant
and a payment card cardholder." While the *Boston* and *Levine*
references that were relied upon in prior Office Actions but are
now acknowledged as failing to teach, disclose, or suggest
applicant's claimed invention, were at least related to such
payment card transactions, *Boesch* is not.

Boesch teaches an electronic transfer system for making
Internet purchases. In accordance with the *Boesch* system, in
order to use the *Boesch* system a customer 203 must first
"register" (using a registration process 401) with a CYBERCASH
server 100. Registration essentially means the initiation of a
"persona," which is essentially a collection of data relating to

a specific customer client or merchant client of the CYBERCASH system.

Then, in a later operation, the customer must bind an instrument. An instrument is a financial instrument, and may include a credit card, debit card, demand deposit account (DDA), or the like. The example given toward the end of the *Boesch* specification relates only to the use of a DDA instrument. But this instrument is not used to pay a merchant for goods purchased over the Internet because the instrument has no bearing whatsoever on a transaction between a customer and merchant. Rather, that transaction uses electronic cash.

After binding the instrument, the customer must then load funds from the instrument into electronic cash stored in a cash container on the CYBERCASH server. At column 6 line 52, *Boesch* defines electronic cash to be "a representation of funds (real cash, credit, etc.) used in the present invention." This is the electronic equivalent of making a cash withdrawal from the instrument. But instead of getting physical paper money from a teller-assisted bank account withdrawal, ATM debit-card withdrawal, credit-card advance, etc., the cash is recorded in electronic form in the cash container.

At this point, a customer is ready to go shopping over the Internet. In order to use the electronic cash to make an Internet purchase, the customer must now open a session where security safeguards, such as the maximum duration of the session and maximum amount of electronic cash that will be spent, are specified. But in order for the customer to use the CYBERCASH system, the customer must limit his or her shopping to merchants that are also clients of the CYBERCASH system. In particular, such merchants must have already registered with the CYBERCASH

system, bound their own instrument, and opened their own sessions
as well. *Boesch* indicates that the registration, binding, and
session-opening processes for a merchant are virtually identical
to the corresponding operations for a customer, except that the
merchant need not load electronic cash to a CYBERCASH cash
account because the merchant is expecting to receive electronic
cash rather than to spend the electronic cash.

When, while shopping over the Internet, a customer selects a
product at a specified price from a CYBERCASH-client merchant,
the customer then makes an election to pay with electronic cash
(see column 56, lines 18-35). This initiates a flurry of
messages between the merchant and customer and between the
merchant and the CYBERCASH server. As a result of this flurry of
messages, the electronic cash is deducted from the customer's
cash container and added to the merchant's cash container. The
transaction is then complete when the merchant sends the customer
the purchased product. At a later time, and independent of the
transaction between customer and merchant, any unused electronic
cash remaining in the customer's cash container after the
preceding and other possible customer transactions (whether with
the preceding merchant or another merchant), may be unloaded to
the customer's bound instrument. Likewise, at a later time, and
independent of the transaction between customer and merchant, all
accumulated electronic cash accrued in the merchant's cash
container from the preceding transaction and other transactions
(whether with the preceding customer or other customers) may be
unloaded to the merchant's bound instrument.

Boesch teaches a system where a customer pays for the
product with electronic cash, not a payment card. The *Boesch*
reference explicitly says this at column 6, line 51 and at column
56, lines 18-35. Moreover, the merchant never learns of any

customer payment card or other mode of payment other than
electronic cash. And, the merchant never learns anything about
the customer's bound instruments and/or agreements that are
entered into between the customer and the CYBERCASH system.
While the Office Action alleges that *Boesch* teaches a payment
card transaction, this allegation is a distortion and
misrepresentation of that which *Boesch* actually teaches. Such
distortion and misrepresentation provide strong evidence of the
inappropriate use of hindsight in performing a patentability
analysis, where that which appellant teaches (rather than the
prior art teaching) is used against the applicant. The examiner
is respectfully requested to follow an appropriate patentability
analysis where:

> It is impermissible to use the claimed invention as an instruction
> manual or "template" to piece together the teachings of the prior
> art so that the claimed invention is rendered obvious. This court
> has previously stated that "[o]ne cannot use hindsight
> reconstruction to pick and choose among isolated disclosures in
> the prior art to deprecate the claimed invention". In re Fritch 23
> USPQ 2d 1780, 1784 (Fed. Cir. 1992).

> Moreover, it is not realistic to pick and choose from any one
> reference only so much of it as will support a given position, to
> the exclusion of other parts necessary to the *full appreciation of
> what such reference fairly suggests* to one of ordinary skill in
> the art (emphasis supplied). Ingersoll-Rand Co. v. Brunner & Lay,
> Inc. 1177 USPQ 112, 116 (5th Cir 1973).

and,

> In deciding the question of obviousness under 35 U.S.C. §103, it
> is not proper to pick and choose from any one reference only so
> much as it will support a position, to the exclusion of other
> parts necessary to the full appreciation of what such reference
> *fully suggests* to one of ordinary skill in the art (emphasis
> supplied). In re Lunsford 148 USPQ 716, 719-720 (CCPA 1966).

Ignoring or excluding that which the *Boesch* reference explicitly
teaches and instead making a contradictory bald allegation based
on the language from applicant's claims is an inappropriate
patentability analysis. It ignores what *Boesch* fully and fairly
teaches to those of skill in the art.

Boesch fails to teach the use of a "payment card transaction between a merchant and a payment card cardholder," but instead teaches of an electronic cash transaction between a merchant and a payment card cardholder. *Boesch* likewise fails to anticipate applicant's invention as defined in claim 1. Accordingly, applicant's claim 1 is believed to be allowable over the *Boesch* reference.

But claim 1 recites additional features that the *Boesch* reference fails to teach or suggest. For example, applicant's claim 1 recites an element of "determining the operating currency for said identifier code by comparing said identifier code with entries in a table …" Claim 1 also recites the step of "setting the currency for association with the payment card transaction as the determined operating currency for the identifier code." *Boesch* fails to disclose or suggest either of these limitations.

The *Boesch* reference, like the *Boston* and *Levine* references primarily relied upon in prior Office Actions and secondarily relied upon in the current Office Action, teaches that a customer-merchant transaction may take place in a multiple currency environment. But that meager teaching falls far short of suggesting that which applicant actually recites in claim 1. Claim 1 recites an element that specifies how to set the currency. And, claim 1 recites the setting of a currency for association with a merchant/payment card cardholder transaction.

Boesch expressly teaches how a currency is set for the CYBERCASH system, and that teaching contradicts the bald allegation set forth in the Office Action. The allegation set forth in the Office Action cites the passage in *Boesch* between column 12 line 50 through column 13 line 10 and at column 14

lines 17-30 as teaching these features. This allegation provides further distortion and misrepresentation about what the *Boesch* reference fully and fairly suggests to one of skill in the art, and provides further evidence of the impermissible use of hindsight in making a patentability analysis.

First, that cited passage in *Boesch* fails to teach the "how" feature that is recited in claim 1. Instead, that passage describes items included in a database without any discussion of how those items are determined, and certainly without any discussion of applicant's recited technique.

Second, that passage makes no association whatsoever between an operating currency and an identifier code. Rather, it merely indicates that a currency may be specified. It would be through hindsight gained through an understanding of applicant's specification and claims that one could even assume that an issuer code would have an association with a specified currency.

The Office Action also cites column 11 lines 26-65 and Figs. 4K and 5H as teaching applicants recited element of "obtaining the card number of the payment card" from which the identifier code is identified. This allegation is yet another source of misrepresentation. As discussed above, electronic cash rather than payment cards are used for CYBERCASH transactions. Even if a payment card is used as a bound instrument in the CYBERCASH system as a source of electronic cash that can later be used for customer-merchant transactions, the number of such a bound instrument is not what is recorded in the cited passage. Rather, the passage discusses the optional recording of the number of an autoclose instrument. The autoclose instrument is an instrument where unused electronic cash may be automatically transferred at the close of a session. Autoclosing has nothing to do with a

customer-merchant transaction and is entirely between the CYBERCASH system and a client, whether that client is a customer or merchant. The allegation that this passage somehow teaches applicant's claimed step of obtaining a payment card card number is a misrepresentation of *Boesch* because *Boesch* explicitly states that "[i]f the instrument being bound is not the autoclose instrument, the instrument number is used to compute field 120H.9 and the instrument number is <u>not stored</u> in field 120H.4 (at column 11, line 41-44) and that "[t]he instrument hash of field 120H.9 is used to verify the instrument number without requiring the instrument number to be stored at server computer 100. This reduces the attractiveness of server computer 100 as a target for thieves and scoundrels" (at column 12 lines 11-15).

Furthermore, the *Boesch* passages cited in the Office Action utterly fail to speak to the issue of setting a currency for association with a payment card transaction. Rather, they simply indicate that a preferred or native currency has been specified. The merchant does the same thing as a customer with respect to setting a preferred currency (see column 9, lines 28-38, column 80 lines 2-6). Nothing in the cited passages indicates how to satisfy the conflict when the two currencies do not match.

On the other hand, the *Boesch* reference explicitly teaches that currency for a customer-merchant transaction is set because the customer and merchant each take overt actions to specify the currencies they wish to use. No payment card identifier code-based or table-based activities are taught or suggested. Rather, a customer specifies a currency during the open session process 207. *Boesch* explicitly states as much at column 30 lines 17-21, again at column 50 lines 13-15, and yet again at column 80 lines 10-26. The merchant follows the same process, as indicated in *Boesch* at column 9, lines 28-38, column 80 lines 2-6.

Thus, *Boesch* teaches how the customer's and merchant's preferred currencies are determined, and the technique taught by *Boesch* differs from that which applicant claims. And *Boesch* further teaches that an instrument number is not stored unless it is an autoclose instrument. For this reason, independently of and in addition to the above-discussed reason, *Boesch* fails to anticipate applicant's invention as defined in claim 1. Accordingly, applicant's claim 1 is believed to be allowable over the *Boesch* reference.

Nor is applicant's invention as defined in claim 1 rendered obvious by *Boesch*, or by *Boesch* in combination with the other references, including *Boston* and/or *Levine*. Applicant's responses to prior Office Actions explained how the *Boston* and *Levine* references disclosed only the traditional technique of conducting a multicurrency customer-merchant transaction using the merchant's currency as the transaction currency. Applicant's claims are now acknowledged as being allowable over the *Boston* and *Levine* references because those prior rejections are not repeated in the current Office Action. Claim 1 defines a different method from the traditional technique where the currency may be automatically set to a currency preferred by a customer (i.e., a payment card cardholder). The automatic part of this method is due to obtaining the card number of the payment card, identifying an identifier number from this card number, setting an operating currency by comparing the identifier number with entries in a table, and then setting the currency as the determined operating currency.

The *Boesch* reference adds nothing to the teaching of *Boston* or *Levine*. In fact, *Boesch* teaches away from applicant's claimed

invention by again teaching the same merchant-preferred currency
technique that is the source of the problem applicant's invention
is aimed at solving. Although ignored by the Office Action, the
Boesch reference teaches the use of foreign-exchange rates. For
example, during "open session" message 2 (OS2) the server sends
the customer a list of foreign-exchange rates that apply to the
customer's preferred currency. This is done because it is the
customer who is expected to convert the amount of electronic cash
he or she will pay in a CYBERCASH-assisted customer-merchant
transaction. This feature is discussed in *Boesch* at column 54
lines 22-29. Note that this OS2 message is sent to the customer
prior to the customer being able to contact a merchant to
purchase a product using CYBERCASH'S electronic cash.

Later, when a CYBERCASH-assisted customer-merchant
transaction is executed, a "cash 3" (CA3) message is sent from
the CYBERCASH server to the merchant that again includes a
foreign-exchange rate. But this foreign-exchange rate is
transmitted in a customer opaque section of the message. In
other words, this information is encrypted so that only the
customer can decrypt it. When the merchant receives this
encrypted information, the merchant cannot decrypt it but passes
it on to the customer in a "cash 4" (CA4) message, where the
customer can then decrypt it and use it to make the appropriate
updates to its registers that reflect the electronic cash
transaction. This flow of foreign-exchange rates is discussed in
the passage that starts at column 70 line 64 and continues to
column 71 line 55.

Accordingly, *Boesch* teaches a system in which only the
customer uses foreign-exchange rates. Consequently, only the
customer, and the server that is mirroring the customer's
calculations, are expected to engage in foreign-exchange

calculations. This is precisely the prior art technique that poses the problem that applicant's claimed invention is aimed at solving. Namely, that the transaction is conducted in the merchant's currency. It is always up to the customer to perform needed currency conversions using some foreign-exchange rate so that the transaction may be successfully drawn to a close.

The *Boesch* reference cannot be used to suggest a solution to a problem that it failed to recognize and in fact suffers from. Accordingly, the *Boesch* reference does not suggest applicant's claimed solution to this problem where a payment card cardholder can set the currency for a transaction, and that currency can be automatically set in response to data obtained from the payment card. Applicant's invention as defined in claim 1 is not obvious over the *Boesch* reference. And, since the *Boston* and *Levine* references suffer from the same problem as the *Boesch* reference, as detailed at length in responses to prior Office Actions, they add nothing to the teaching of the *Boesch* reference, and vice-versa. Applicant's invention as defined in claim 1 is not obvious over the *Boesch* reference in combination with the *Boston* and/or *Levine* references.

Reconsideration of the rejection of claim 1 is respectfully requested.

§102 and §103 Rejections of Claims 3-8 and 31-32

Each of claims 3-8 and 31-32 depends, either directly or indirectly from claim 1. Accordingly, each of claims 3-8 and 31-32 is deemed allowable for at least the same reasons as set forth above in connection with claim 1. The teaching of *Boston* and/or *Levine* does not further the teaching of *Boesch* with respect to

these features, as discussed above and as discussed in responses
to previous Office Actions. Reconsideration is respectfully
requested.

Claim 10 Rejection - 35 U.S.C. §102

Unlike claim 1, claim 10 is expressed in the terms of a
system. But in spite of certain differences, claims 1 and 10
share some similar features, including the features generally
discussed above in connection with claim 1. Accordingly, claim
10 is deemed allowable over *Boesch* and also over *Boesch* in
combination with the other prior art of record for substantially
the same reasons as are set forth above in connection with claim
1. Reconsideration is respectfully requested.

§102 and §103 Rejections of Claims 12-22 and 33-34

Each of claims 12-22 and 33-34 depends, either directly or
indirectly from claim 10. And, claim 10 has certain features
generally in common with claim 1, as discussed above.
Accordingly, each of claims 12-22 and 33-34 is deemed allowable
for at least the same reasons as set forth above in connection
with claims 1 and 10. The teaching of *Boston* and/or *Levine* does
not further the teaching of *Boesch* with respect to these
features, as discussed above and as discussed in responses to
previous Office Actions. Reconsideration is respectfully
requested.

Claim 23 Rejection - 35 U.S.C. §102

Unlike claim 1, claim 23 is expressed in the terms of a
computer program. But in spite of certain differences, claim 23

also shares some similar features with claim 1, including the
features generally discussed above in connection with claim 1.
Accordingly, claim 23 is deemed allowable over *Boesch* and also
over *Boesch* in combination with the other prior art of record for
substantially the same reasons as are set forth above in
connection with claim 1. Reconsideration is respectfully
requested.

§102 and §103 Rejections of Claims 25-30 and 35-36

Each of claims 25-30 and 35-36 depends, either directly or
indirectly from claim 23. And, claim 23 has certain features
generally in common with claim 1, as discussed above.
Accordingly, each of claims 25-30 and 35-36 is deemed allowable
for at least the same reasons as set forth above in connection
with claims 1 and 23. The teaching of *Boston* and/or *Levine* does
not further the teaching of *Boesch* with respect to these
features, as discussed above and as discussed in responses to
previous Office Actions. Reconsideration is respectfully
requested.

Claim 37 Rejection - 35 U.S.C. §103

Like claim 1, claim 37 is expressed in the terms of a
method. But instead of a "setting …" step as recited in claim 1,
claim 37 recites an "indicating …" step along with subsequent
"receiving …" and "completing …" steps.   In spite of these
differences, claim 37 shares some similar features with claim 1,
including the features generally discussed above in connection
with claim 1. For the purposes of assessing patentability, claim
37 is deemed allowable over *Boesch* in combination with *Boston* and
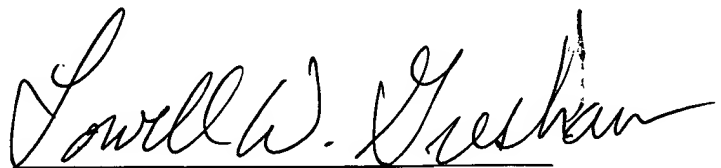*Levine* for the same reasons as are set forth above in connection

with claim 1. The teaching of *Boston* and/or *Levine* does not further the teaching of *Boesch* with respect to these features, as discussed above and in as discussed responses to previous Office Actions. Reconsideration is respectfully requested.

§103 Rejections of Claims 38-40

Each of claims 38-40 depends, either directly or indirectly from claim 37. And, claim 37 has certain features generally in common with claim 1, as discussed above. Accordingly, each of claims 38-40 is deemed allowable for at least the same reasons as set forth above in connection with claims 1 and 37. Reconsideration is respectfully requested.

Applicant believes that the foregoing amendments and remarks are fully responsive to the rejections and/or objections recited in the 16 November 2005 Office Action and that the present application is now in a condition for allowance. Accordingly, reconsideration of the present application is respectfully requested.

Respectfully submitted,

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